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DNA TECHNOLOGY SERVICE OF
 VITA-TECH LABORATORIES LLC

CANINE DNA TEST SAMPLE SUBMISSION FORM

NAME		DATE
KENNEL/BREEDER NAME		
ADDRESS		CITY
STATE	ZIP	COUNTRY
PHONE NO.	FAX NO.	E-MAIL

Preferred reporting method (check one) Mail Fax E-Mail

PLEASE READ AND SIGN BELOW

Vita-Tech Laboratories, LLC (GenMARK) Terms and Conditions

I. BINDING TERMS: These Terms and Conditions shall govern the testing services provided to the undersigned customer ("You") by Vita-Tech Laboratories, LLC (GenMARK) in accordance with the Canine DNA Test Sample Submission Form. This is a legally binding agreement between You and GenMARK.

II. SAMPLES: GenMARK will handle and store all samples sent by You with due care. All samples sent to GenMARK shall become the sole property of GenMARK. GenMARK shall have no obligation to return or store any samples sent by You once it has completed the testing services.

III. NONCONFORMANCE OF SERVICES: Within twenty (20) days after You receive the test results from GenMARK, You must notify GenMARK in writing of any nonconformity of the testing services, describing the nonconformity in detail; otherwise all testing services and data shall be conclusively deemed accepted by You without qualification. Your sole and exclusive remedy for the non-conformance of testing services performed by GenMARK are described in Section IV. below

IV. LIMITED WARRANTY BY GenMARK: GenMARK warrants that any testing that it performs for You pursuant to the Sample Submission Form will be performed in accordance with generally accepted industry standards of care and competence. Your sole and exclusive remedy (and GenMARK's sole and exclusive liability) under the foregoing warranty shall be either to re-perform the testing or provide You with a refund for the testing, as solely determined by GenMARK. GenMARK will bear all reasonable shipping costs if testing is to be re-performed. **TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, GenMARK DISCLAIMS ALL OTHER REPRESENTATIONS, AND WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO THE TESTING SERVICES PERFORMED BY IT INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, OR NON-INFRINGEMENT. YOUR SOLE REMEDY FOR BREACH OF WARRANTY IS STATED ABOVE.**

V. ADDITIONAL LIABILITY LIMITATION: TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, GenMARK SHALL NOT HAVE ANY LIABILITY FOR ANY INCIDENTAL, COMPENSATORY, PUNITIVE, CONSEQUENTIAL, INDIRECT, SPECIAL OR OTHER DAMAGES (INCLUDING BUT NOT LIMITED TO LOSS OF USE, LOSS OF INCOME, LOST PROFITS, LOSS OF TIME, LOSS OF SALES, INJURY TO PERSONAL PROPERTY, ANY LIABILITY YOU INCUR WITH RESPECT TO ANY OTHER PERSON, OR ANY OTHER TYPE OR FORM OF CONSEQUENTIAL DAMAGE OR ECONOMIC LOSS), HOWEVER CAUSED AND REGARDLESS OF FORM OF ACTION WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT PRODUCT LIABILITY OR OTHERWISE; EVEN IF GenMARK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. YOU UNDERSTAND THAT ANY RISKS OF LOSS HEREUNDER ARE REFLECTED IN THE PRICE OF THE TESTING SERVICES AND THAT THESE TERMS WOULD HAVE BEEN DIFFERENT IF THERE HAD BEEN A DIFFERENT ALLOCATION OF RISK.

VI. INDEMNIFICATION. You further agree to indemnify and hold GenMARK, its affiliates, subsidiaries, shareholders, directors, employees agents and its successors and assigns harmless from all costs, claims, charges, losses, damages, expenses, liabilities or civil proceedings of any kind (including reasonable attorneys fees) arising from or related to any third-party action or claim brought against GenMARK related to its performance of testing services for you.

VII. GOVERNING LAW: These terms and conditions and the testing services provided by GenMARK shall be governed by and construed in accordance with the laws of the State of Wisconsin, USA without regard to its conflicts of law provisions. You hereby consent to jurisdiction of the courts of Wisconsin USA and waive any objection to venue in Dane County.

Agreed and Accepted:

 Customer Name (please print clearly) Customer Signature Date

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